

Warm Heart, Warm Homes Philadelphia 2019 – Terms and Conditions

NO PURCHASE IS NECESSARY TO NOMINATE OR TO BE SELECTED. A PURCHASE DOES NOT INCREASE THE CHANCES OF BEING SELECTED.

1. Eligibility: Warm Hearts, Warm Homes Philadelphia 2019 (the “Program”) is open only to legal residents of the United States, who reside in the County of Philadelphia, Pennsylvania. You must be 21 years or older on the day you are selected for Free Natural Gas Supply for One (1) Year (the “Gas”) from Shipley Choice LLC (the “Sponsor”). Employees of government entities, including, but not limited to state, county, municipalities, towns, agencies or other public organizations, Philadelphia Gas Works or PECO) are not eligible to be selected. Employees of the Sponsor, Shipley Energy Company, or its affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Program. The Program is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Terms and Conditions: By participating, you agree to be fully and unconditionally bound by these Terms and Conditions, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Shipley Choice LLC, as final and binding as it relates to the interpretation of these Terms and Conditions and the awarding of the Gas.

3. Program Period: The Program will run from 5 PM EDT, October 1, 2019, through 5 PM EST, November 8, 2019.

4. How to Enter: Entries to the Program must be submitted through the Hubspot form (“entry form”) by visiting the official Program page on the Shipley Choice LLC website (<https://offers.shipleyenergy.com/warmhearts>). Entries submitted using the entry form must be completely filled out. Each entry must fulfill all Program requirements, as specified, to be eligible to be selected. Entries that are not complete or do not adhere to these Terms and Conditions may be disqualified at the sole discretion of Shipley Choice LLC. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Shipley Choice LLC.

5. Selected Entries: Three (3) entries will be selected between November 8, 2019 at (5:00PM ET) and November 19, 2019 at (5:00PM ET). Selection of entries to receive Gas will be at the sole discretion of Shipley Choice LLC. Selected entrants of the Program will receive Gas from Shipley Choice LLC should their natural gas utility company be Philadelphia Gas Works or PECO, they are the account holder with the utility company, and their account is in good standing. Shipley Choice LLC will become the selected entrant’s supplier and the entrant will be provided with an agreement specifying the terms and conditions of the supply of Gas to the entrant.

6. Substitution: No cash or other substitution permitted. The Gas may not be used as a credit to a selected entrant’s account or applied to any existing orders. Any and all related expenses, including without limitation any and all federal, state, and/or local taxes, distribution costs, or utility account fees shall be the sole responsibility of the selected nominee. No substitution of the Gas or transfer/assignment of Gas to others or request for the cash equivalent by selected entry is permitted. Acceptance of Gas constitutes permission for Shipley Choice LLC to use winner's name,

likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

7. Selection Process and Notification: Selection of entries will be conducted under the supervision and review of the Sponsor. Selected entrants will be notified via a phone call to the phone number provided or an email to the email address provided when entering the Giveaway within five (5) business days following November 19, 2019 (5:00PM ET).

Shipley Choice LLC shall have no liability for a selected entrant's failure to receive notices due to failure of the selected entrant's phone service, voice mail, spam, junk e-mail or other security settings or for selected entrant's provision of incorrect or otherwise non-functioning contact information. If the selected entrant cannot be contacted, is ineligible, or fails to claim the Gas within three (3) business days from the time selection notification was sent, Gas may be forfeited at the discretion of Shipley Choice LLC, and an alternate entrant selected.

The receipt by an entrant of the Gas offered in this Program is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL TERMS AND CONDITIONS BY ANY SELECTED ENTRANT (AS DETERMINED IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH ENTRANT'S DISQUALIFICATION FROM THE PROGRAM.

8. Rights Granted by You: By entering the Program, you grant to Shipley Choice LLC, anyone acting on behalf of or at the direction of Shipley Choice LLC, or its respective licensees, successors and assigns the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and selected entry's name, portrait, picture, voice, likeness, image or statements about the Program, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Additional Terms: Shipley Choice LLC reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Program should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Program. In such case, Shipley Choice LLC may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Shipley Choice LLC. Shipley Choice LLC reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Program or website or violates these Terms & Conditions.

Shipley Choice LLC has the right, in its sole discretion, to maintain the integrity of the Program, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Program rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Program may be a violation of criminal and civil laws and should such an attempt be made; Shipley Choice LLC reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Program you agree to receive marketing from Shipley Choice LLC in the form of printed mail or email. You can opt-out of receiving this communication at any time by calling Shipley Choice LLC or by clicking the unsubscribe link in the email communications.

10. Limitation of Liability: By entering the Program you agree to release and hold harmless Shipley Choice LLC and its subsidiaries, affiliates, advertising and promotion agencies, partners,

representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Program and/or his/her acceptance, possession, use, or misuse of Gas or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Program; (v) electronic or human error which may occur in the administration of the Program or the processing of entries.

11. Disputes: THIS PROGRAM IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF PENNSYLVANIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Program, participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in York County or the State of Pennsylvania having jurisdiction. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Program), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Shipley Choice LLC Website. To read the Privacy Policy, go to:
<https://www.shipleyenergy.com/privacy-policy>

13. Sponsor: The Sponsor of the Program is Shipley Choice LLC, 415 Norway Street, York, PA 17403.

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